

EXHIBIT C

CALIFORNIA SURPLUS LINES NOTIFICATION

IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

A STOCK COMPANY

Hallmark Specialty Insurance Company

OKLAHOMA CITY, OKLAHOMA

EXCESS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENTS OR SETTLEMENT AMOUNTS, MAY BE REDUCED BY AMOUNTS INCURRED FOR COSTS OF DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR COSTS OF DEFENSE MAY BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.

PLEASE READ THIS POLICY CAREFULLY.

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, COVERAGE PARTS, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Naveen Anand, President & CEO



Jeffrey R. Passmore, Secretary

POLICY DECLARATIONS

Item A

Policy Number: 74PV000654-1

Renewal of Policy Number: 74PV000654-0

Item B

Named Insured:

Lambda Inc.

Mailing Address:

250 Montgomery Street, 16th Street
San Francisco, CA 94104

CA Surplus Lines Tax & Fee Breakdown

Premium:	\$ 17,600.00
Company Fee:	\$
Inspection Fee:	\$
3% State Tax:	\$ 528.00
.200% Stamping Fee:	\$ 44.00
Broker Fee:	\$

Item C

Policy Period:

From July 31, 2020 to July 31, 2021 at 12:01 A.M. Standard Time at your mailing address shown above.

Item D

LIMITS OF LIABILITY*	AGGREGATE LIMIT
Maximum Per Claim	\$1,000,000
Aggregate All Claim	\$1,000,000

UNDERLYING LIMITS	
Total Underlying Limits	\$2,000,000

Item E

Insurer: Hallmark Specialty Insurance Company

Notice of Claim or Potential Claim:

Attn: Claims Department
Hallmark Specialty Insurance Company
Two Lincoln Centre
5420 Lyndon B Johnson Freeway, Suite 1100
Dallas, Texas 75240-2345
Email: PLclaims@hallmarkgrp.com

All Other Notices:

Financial Lines Underwriting Group
Hallmark Specialty Insurance Company
Two Lincoln Centre
5420 Lyndon B Johnson Freeway, Suite 1100
Dallas, Texas 75240-2345
FLUnderwriting@hallmarkgrp.com

Item F

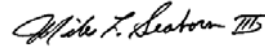
Premium: \$17,600

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURED WITH THE INSURANCE AS STATED IN THIS POLICY.

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY INCLUDING INFORMATION FURNISHED IN CONNECTION THEREWITH, AND THE COVERAGE FORM AND ANY ENDORSEMENTS ATTACHED HERETO, CONSTITUTE THE ABOVE NUMBERED INSURANCE POLICY.

July 31, 2020

(Date)



(Authorized Representative)

SCHEDULE OF UNDERLYING INSURANCE

SCHEDULE A

UNDERLYING INSURANCE

A. Followed Policy:

Carrier	RSUI Indemnity Company
Policy Number	NPP688513
Policy Term	From July 31, 2020 to July 31, 2021
Limits	\$1,000,000
Coverage Sections	Directors and Officers Liability Employment Practices Liability
Premium	\$50,450

B. All Other Underlying Policies:

Carrier	Western World Insurance Company
Policy Number	PDX0000148
Limits	\$1,000,000
Attachment	\$1,000,000
Premium	\$37,800

Carrier	N/A
Policy Number	
Limits	
Attachment	
Premium	

Carrier	N/A
Policy Number	
Limits	
Attachment	
Premium	

Carrier	N/A
Policy Number	
Limits	
Attachment	
Premium	

SCHEDULE OF FORMS:

[illegible]

UNLESS OTHERWISE PROVIDED IN THE FOLLOWED POLICY, THIS IS A CLAIMS MADE AND REPORTED POLICY WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY. COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND REPORTED DURING THE POLICY PERIOD OR ANY DISCOVERY PERIOD, IF APPLICABLE. WORDS PRINTED IN BOLD FACE, OTHER THAN CAPTIONS, ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

EXCESS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including those furnished in the **Application**, and subject to all terms, conditions and limitations of this Policy, the **Insureds** and **Insurer** agree:

I. INSURING AGREEMENT

In consideration of the payment of the premium and in reliance upon all statements made in the Application for this Policy and the **Followed Policy**, including the information furnished in connection therewith, whether directly or through public filings, the **Insurer** agrees to provide insurance coverage to the **Insureds** in accordance with the terms, definitions, warranties, conditions, exclusions and limitations of the **Followed Policy** and, to the extent coverage is further limited or restricted thereby, of any other **Underlying Policy**, except as otherwise provided herein.

II. DEFINITIONS

- A. The term "**Insurer**" means the insurance company identified in the Declarations.
- B. The term "**Followed Policy**" means the policy designated as such in Schedule A of this Policy.
- C. The term "**Insureds**" means those individuals and entities insured by the **Followed Policy**.
- D. The terms "**Claim**," "**Loss**" and "**Discovery Period**" have the meanings attributed to them, or to comparable terms, in the **Followed Policy**.
- E. The term "**Primary Policy**" means the first listed **Underlying Policy** in Schedule A of the Declarations.
- F. The term "**Policy Period**" means the policy period set forth in the Declarations, subject to prior termination in accordance with the **Followed Policy**.
- G. The term "**Underlying Limit(s)**" means an amount equal to the aggregate of all limits of liability as set forth in Schedule A for all **Underlying Policies**, plus the uninsured retention, if any, applicable under the **Followed Policy**.
- H. The term "**Underlying Policy(ies)**" means the **Followed Policy** and all other policies listed in Schedule A of this Policy.

III. ATTACHMENT; LIMIT OF LIABILITY

- A. Liability under this Policy shall attach to the **Insurer** only after the insurers of the **Underlying Policies** and/or the **Insureds** shall have paid in legal currency the full amount

of the **Underlying Limit**. The aggregate limit of liability set forth in the LIMITS OF LIABILITY section of the Declarations shall be the **Insurer's** maximum liability under this Policy with respect to all covered **Claims** against all **Insureds**.

- B. Only in the event of the reduction or exhaustion of the **Underlying Limit** by reason of the insurers of the **Underlying Policies** and/or the **Insureds** paying in legal currency **Loss** covered under the respective **Underlying Policy**, this Policy shall: (i) in the event of reduction, pay excess of the reduced **Underlying Limit**, and (ii) in the event of exhaustion, continue in force as primary insurance; provided always that in the latter event this Policy shall only pay excess of the retention, if any, applicable under the **Primary Policy**, which retention shall be applied to any subsequent **Loss** in the same manner as specified in the **Primary Policy**.
- C. Notwithstanding any of the terms of this Policy which might be construed otherwise, this Policy shall drop down only in the event of reduction or exhaustion of the **Underlying Limit** as described above, and shall not drop down for any other reason including, but not limited to, uncollectability (in whole or in part) of any **Underlying Policy**. The risk of uncollectability of the **Underlying Policies** (in whole or in part) whether because of financial impairment or insolvency of an underlying insurer or for any other reason, is expressly retained by the **Insureds** and is not in any way or under any circumstances insured or assumed by the **Insurer**.
- D. If any Underlying Policy contains a specific grant of coverage that is subject to a sublimit of liability, then coverage under this Policy shall not apply to any **Claim** which is otherwise subject to such grant of coverage. However, any **Loss** paid under the **Underlying Policies** on account of such **Claim** shall reduce or exhaust the **Underlying Limit**, as provided in Section III.B. above, for purposes of this Policy.

IV. UNDERLYING INSURANCE

- A. If the **Underlying Policies** are canceled or terminate during the **Policy Period**, including the **Discovery Period** if exercised, the **Insurer** shall not be liable under this Policy to a greater extent than it would have been had such **Underlying Policies** not been canceled or terminated.
- B. To the extent the terms, definitions, conditions, exclusions or limitations of any of the **Underlying Policies** are changed to limit or restrict coverage, this Policy shall become subject to such changes upon the effective date of the change in the **Underlying Policy**. To the extent the terms, definitions, conditions, exclusions or limitations of any of the **Underlying Policies** are changed after the **Underlying Policy** is bound to expand or broaden coverage, this Policy shall become subject to such changes only if and to the extent the **Insurer** agrees to such changes by written endorsement to this Policy and the **Insureds** pay any additional premium reasonably required by the **Insurer** for such changes.

V. CLAIMS; NOTICES

- A. The **Insureds** shall, as a condition precedent to their rights under this Policy, give to the **Insurer** written notice of:
 - (i) any **Claim** at the same time and in the same manner required by the terms and conditions of the **Followed Policy**, regardless of the amount of the **Claim** or the **Underlying Limit** applicable to the **Claim**, and
 - (ii) any circumstances which could give rise to a **Claim** at the same time and with the same specificity as notice of such circumstances is given under all **Underlying Policies**. To

be effective under this Policy, such notice of circumstances shall contain the information required by and shall otherwise comply with the terms and conditions of the **Followed Policy** and shall also be given under all **Underlying Policies**.

- B. The **Insurer** may, at its sole discretion, participate in the investigation, defense or settlement of any **Claim** or circumstance reported to the **Insurer** under this Policy even if the **Underlying Limit** has not been exhausted.
- C. All notices under this Policy shall be in writing and given by prepaid express courier, certified mail or fax properly addressed to the appropriate party. Notice to the **Insureds** may be given to the Parent Company at the address as shown in the Named Insured section of the Declarations. Notice to the **Insurer** of any **Claim** or potential **Claim** shall be given to the **Insurer** at the address set forth in the Notices to Insurer section of the Declarations. All other notices to the **Insurer** under this Policy shall be given to the **Insurer** at the address set forth in Notices to Insurer section of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice is properly sent, whichever is earlier. Any notice to an insurer of an **Underlying Policy** shall not constitute notice to the **Insurer** unless also given to the **Insurer** as provided in this Section V.C.

VI. REPRESENTATIVE OF THE INSURER

Hallmark Specialty Insurance Company (Two Lincoln Centre, 5420 Lyndon B Johnson Freeway, Suite 1100, Dallas, Texas 75240-2345) shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claims** shall be given pursuant to Section V of the Policy.

VII. SERVICE OF SUIT

The **Insurer's** representatives designated in Section VI are authorized and directed to accept service of process on behalf of the **Insurer** in any suit on the Policy against the **Insurer**. The service of process in any **Claim** or suit on the Policy against the **Insurer** may also be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the Policy is issued. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the Policy is issued is hereby authorized and directed to accept service of process on our behalf in any such **Claim** or suit. Said officer is authorized to mail such process or a true copy thereof to the **Insurer's** representatives designated in Section VI.



Privacy Policy Disclosure Notice

The Gramm-Leach-Bliley Act (GLBA) and various other federal and state privacy regulations generally prohibit any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

Hallmark Financial Services, Inc. ("HFS"), through its subsidiaries, provides insurance products and services and is firmly committed to its affirmative and continuing obligation to respect the privacy of its current, former and prospective policyholders and to protect the security and confidentiality of their nonpublic personal information. Therefore, proper handling of your personal information is one of our highest priorities. We collect and utilize information we believe is necessary to efficiently administer our business, to advise you about our products, and provide you with outstanding customer service. We want you to know why we collect personal information about you, what we do with that information and explain to you our commitment to protect the information collected.

In order to provide you with quality insurance products and the service you deserve, it is necessary for us to collect nonpublic personal information about you and, in certain situations, to share that information with others. The following notice describes our policies and practices with regard to your nonpublic personal information.

PROTECTION OF YOUR PERSONAL INFORMATION

Not only is the protection of nonpublic personal information a legal requirement, it is also a good business practice. We maintain appropriate physical, electronic and procedural safeguards to maintain the confidentiality and security of your nonpublic personal information. We restrict access to nonpublic personal information about you to those employees who need access to that information to provide products or services to you. When information is shared with companies performing work on Hallmark's behalf, we protect your personal information where required by law with contractual confidentiality agreements that obligate those companies to keep confidential any information about you furnished to them.

We provide training to our employees on the importance of maintaining the confidentiality and security of your nonpublic personal information. Employees who violate our privacy policies are appropriately disciplined.

CATEGORIES OF INFORMATION THAT WE COLLECT

We collect and use only that nonpublic personal information required for us to provide services and products requested by you and to administer your business with us such as underwriting and processing your policies and the administration and handling of claims.

We may collect nonpublic personal information about you from the following sources:

- Information that we receive from you on applications and other related forms such as your name, address, telephone number, and social security number;
- Information about your transactions with us, our affiliates or others such as your underwriting information, driving record, claim history, policy number, premium, payment history, and claim information;
- Information that we receive from consumer credit reporting agencies such as your credit history.

The nonpublic personal information collected may come from persons such as independent insurance agents, brokers, policyholders, or persons involved in the claim adjustment process such as claimants, witnesses to an accident, repair facilities, hospitals, doctors and attorneys.



If you visit our website, www.hallmarkgrp.com, we automatically track and collect information regarding your visit including your IP address; domain server, type of computer, type of web browser and the pages you viewed on our site. This information (Traffic Data) is information that unless you have specifically entered identifying information somewhere in the site, does not personally identify you, but rather is helpful for marketing purposes or for improving your experience on the Site. We currently do not collect nonpublic personal information through your use of our corporate website. You may view the website privacy statement by clicking the "Conditions of Use" sections of the site.

CATEGORIES OF INFORMATION THAT WE DISCLOSE AND PARTIES TO WHOM WE MAY DISCLOSE INFORMATION

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as required or permitted by law. Hallmark does not sell or distribute for sale any nonpublic personal information. Nor do we disclose your personal information to any person, company or organization not affiliated with us for their own marketing purposes.

However, we may disclose nonpublic personal information about our policyholders (current, former and prospective) with affiliated and non-affiliated third parties as necessary to service an insurance policy or claim or as permitted or required by law. We may disclose nonpublic personal information we collect about you to third parties with whom we contract to perform business functions such as record keeping, policy administration, claim administration, billing, computer related services, distribution of materials, and joint marketing of our products and services.

We understand the importance and seriousness of protecting the confidentiality and security of your nonpublic personal information. We respect and appreciate the trust that you, as a valued policyholder, have placed with us and we continuously strive to earn and maintain that trust.

ACCESS TO AND CORRECTION OF YOUR INFORMATION:

You have a right to know the nature and substance of the recorded personal information contained in our files about you. You may review and/or for a reasonable fee, receive a copy of the information upon written request at the address shown below. You must properly identify yourself and reasonably describe the information you seek. Your request should contain your name, address, all policy and claim numbers issued to you by us and a copy of your drivers license or other personal identification. Upon receipt of your request, we will furnish to you within thirty (30) business days the nature and substance of locatable, retrievable and available recorded personal information. We will also furnish you with a list of all persons or organizations to whom the information has been disclosed within the past two years. If the source of information about you was a consumer credit reporting agency or other institution, we will identify those sources so you can contact them if you so desire. You may also request that we correct, amend or delete any recorded personal information. If we do not make the requested change(s), you have the right to provide, for insertion in our file, a concise written statement setting forth what you think is the correct, relevant or fair information and a concise statement of the reasons why you disagree with our decision not to correct, amend or delete recorded personal information. Your statement will become a part of our file and included with any future disclosures.

CHANGES TO OUR NOTICE OF PRIVACY POLICY AND INSURANCE INFORMATION PRACTICES:

We reserve the right to change our privacy policies and insurance information practices. If we make any material changes to our policies or practices, we will provide you with a copy of a revised notice.



OPT OUT STATEMENT:

If you prefer we do not disclose personal identifying information or personal financial information about you to nonaffiliated third parties, you may opt out of those disclosures (other than disclosures allowed by law). You may do so by sending us a letter informing us of your election to opt out at the address shown below.

If you have any questions regarding the content of this notice, you may call us at (817)348-1600 or you may write to us at:

Hallmark Financial Services, Inc.
Attention: Compliance
777 Main Street, Suite 1000
Fort Worth, Texas 76102

This notice is being provided on behalf of the following companies:

Hallmark Financial Services, Inc.

Hallmark E&S Insurance Services, LLC

Hallmark Specialty Insurance Company

Hallmark Claims Service Inc.

Effective Claims Management, Inc.

Heath XS, LLC

Hallmark National Insurance Company



Endorsement No: 1
Policy Number: 74PV000654-1
Named Insured: Lambda Inc.

Endorsement Effective Date: July 31, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

All other terms, conditions, and exclusions under the Policy are applicable to this Endorsement and remain unchanged.



Endorsement No: 2
 Policy Number: 74PV000654-1
 Named Insured: Lambda Inc.

Endorsement Effective Date: July 31, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**EMPLOYEE BENEFIT PLAN FIDUCIARY INSURANCE POLICY
 EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY
 EXCESS PROFESSIONAL LIABILITY POLICY
 NOT FOR PROFIT INDIVIDUAL AND ORGANIZATION MANAGEMENT LIABILITY
 INSURANCE POLICY
 PRIVATE COMPANY MANAGEMENT LIABILITY INSURANCE POLICY
 PUBLIC COMPANY DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY
 SIDE-A DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY**

In consideration of the premium charged, it is agreed by the **Insured** and **Insurer** that this policy is amended as follows:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified Act Of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.



Endorsement No: 3 Endorsement Effective Date: July 31, 2020
Policy Number: 74PV000654-1
Named Insured: Lambda Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS PENDING OR PRIOR LITIGATION EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS PROFESSIONAL LIABILITY INSURANCE POLICY

Pending or Prior Litigation Date:	July 31, 2019
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In consideration of the premium charged, it is agreed by the **Insured** and **Insurer** that the **Insurer** shall not be liable for **Loss** resulting from any **Claim** based upon, arising out of, or attributable to any civil or criminal demand, suit or proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the date specified above or the same or substantially the same fact, circumstance or situation underlying or alleged therein.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.



Endorsement No: 4
Policy Number: 74PV000654-1
Named Insured: Lambda Inc.

Endorsement Effective Date: July 31, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed by the **Insured** and **Insurer** that the **Insurer** shall not be liable to make payment for any **Loss** under this Policy in connection with any **Claim(s)** directly or indirectly related to, based upon, attributable to or arising out of, in whole or in part:

any cyber, network security or data breach event or violation of privacy resulting from a failure or violation of the security of any computer, server, electronic hardware, electronic portable device, software, electronic network system, intranet, internet or website including, but not limited to:

1. unauthorized access, unauthorized use or transmission of corruptive, destructive, harmful or malicious software code, script, viruses, worms, Trojan horses, cookies, spyware, adware, malware or ransomware;
2. any release or transmission whether intentional or unintentional of confidential, private, non-public or sensitive facts, information or intellectual property;
3. the compliance or failure to comply with any federal, state, local or foreign statutes, rules, regulations or ordinances that require an entity to provide notice of any actual or potential unauthorized access, data breach, or violation of privacy, data or security of confidential information of others in the **Insured's** care, custody or control or for which the **Insured** is legally responsible;
4. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
5. any ensuing electrical, mechanical or physical failures, malfunctions or interruptions of services, structures or infrastructure including any water, sewer or utility provider, telecommunications provider or any electrical interruption, surge, brownout or blackout resulting therefrom.

All other terms, conditions and exclusions under the Policy are applicable to this endorsement and remain unchanged.



Endorsement No: 5 Endorsement Effective Date: July 31, 2020
 Policy Number: 74PV000654-1
 Named Insured: Lambda Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCOVERY PERIOD - EXCESS

This endorsement modifies insurance provided under the following:

EXCESS PROFESSIONAL LIABILITY INSURANCE POLICY

<p>Excluded Coverage Sections, Policy Provisions or Endorsements of the Followed Policy</p>
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<p>Any applicable Discovery Period, Extended Reporting Period or other comparable coverage provision</p>
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In consideration of the premium charged, it is agreed by the **Insured** and **Insurer** that, notwithstanding the terms and conditions of the **Followed Policy**, this Policy shall not follow coverage as is afforded under any coverage section(s), policy provision(s) or endorsement(s) designated in the above shown schedule of the **Followed Policy**.

DISCOVERY PERIOD TERM AND PREMIUM	
Discovery Term	Percentage of Annualized Premium
1 Year	150 %

In consideration of the premium charged, it is further agreed by the **Insured** and **Insurer** that the following provision is added to and made a part of the policy:

DISCOVERY PERIOD

- A.** In the event the **Insurer** or the **Company** refuses to renew this Policy, the **Company** shall have the right, upon payment of an additional premium of no greater than the Percentage of Annualized Premium shown in the schedule above, to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured** during the period of the Discovery Term shown in the schedule above after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful**

Endorsement No: 5

Policy Number: 74PV000654-1

Act committed or alleged to have been committed before the end of the **Policy Period**. This Term period shall be referred to in this Policy as the Discovery Period.

The Annualized Premium shall mean the total premium for this Policy, including any additional premiums for changes or additions to the Policy. In the event the **Policy Period** stated in Item C of the Declarations is less than or greater than twelve (12) months, the Premium stated in Item I of the Declarations shall be prorated to reflect a twelve (12) month **Policy Period** as a basis for the Annualized Premium calculation. Annualized Premium shall not include any premium debit or credit adjustments resulting from any other changes in the **Policy Period** subsequent to the Effective Date of this Policy stated in Item C of the Declarations.

- B.** As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy, including any additional premiums for changes or additions to the Policy, must have been paid and a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**, at which time the premium shall be deemed fully earned.
- C.** The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Aggregate Limit of Liability stated in Item D of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the **Policy Period**.

As used in this endorsement, the term "**Company**" shall mean the entity or organization identified as the Named Insured in Item B. of the Declarations of this Policy and shall have the meaning attributed to it, or to a comparable term, in the **Followed Policy**.

All other terms, conditions and exclusions under the Policy are applicable to this endorsement and remain unchanged.



Endorsement No: 6
Policy Number: 74PV000654-1
Named Insured: Lambda Inc.

Endorsement Effective Date: July 31, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS PROFESSIONAL LIABILITY INSURANCE POLICY

Excluded Coverage Sections, Policy Provisions or Endorsements of the Followed Policy
Employment Practices Liability

In consideration of the premium charged, it is agreed by the **Insured** and **Insurer** that, notwithstanding the terms and conditions of the **Followed Policy** this Policy shall not follow coverage as is afforded under any coverage section(s), policy provision(s) or endorsement(s) designated in the above shown schedule of the **Followed Policy**.

The **Insurer** shall not be obligated to pay any **Loss** arising from a Wrongful Act or related Wrongful Acts as may be insured by reason of any coverage section(s), policy provision(s) or endorsement(s) designated in the above shown schedule of the **Followed Policy**.

In the event that the not followed coverage shares a single aggregate Limit of Liability with the covered section, any **Loss** paid under the **Followed Policy** on account of such **Claim** shall not reduce or exhaust the **Underlying Limit**, as provided in the UNDERLYING INSURANCE section of this Policy.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.